

BR-11.0000

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE
UNITED STATES OF AMERICA
AND THE
UNIVERSIDADE FEDERAL DO RIO GRANDE DO NORTE, NATAL
OF THE
MINISTRY OF EDUCATION
OF THE
FEDERATIVE REPUBLIC OF BRAZIL
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE EARTH SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The United States Geological Survey of the Department of the Interior of the United States of America (hereinafter "USGS"), represented on this act by the United States Ambassador to Brazil, Mr. Clifford M. Sobel and the Universidade Federal do Rio Grande Do Norte, Natal of the Ministry of Education of the Federative Republic of Brazil (hereinafter "University"), represented on this act by its Rector Prof. Dr. José Ivonildo do Rêgo hereby agree to pursue scientific and technical cooperation in the earth sciences in accordance with this Memorandum of Understanding (hereinafter "Memorandum").

2. The purpose of this Memorandum is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the USGS and University (hereinafter "Party" or "Parties") with respect to the earth sciences.

3. This Memorandum is concluded pursuant to and will be governed by the Agreement, Between the United States of America and the Federative Republic of Brazil Relating to Cooperation in Science and Technology signed at Brasília, February 6, 1984, as amended and extended (hereinafter "Agreement").

4. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation among government agencies, universities, research centers, institutions, private sector companies and other entities of the two countries.

5. Each Party may, with the consent of the other Party and to the extent permitted by laws and policies of each Party's Government, invite other government entities or agencies of the United States and Brazil, and other individuals or entities, including scientists, technical experts,

governmental agencies and institutions of third countries or international organizations, to participate in activities undertaken pursuant to this Memorandum, subject to such terms and conditions as the Parties may specify.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Memorandum may consist of exchanges of technical information, visits, participation in training courses, conferences and symposia; the exchange of professional geoscientists in areas of mutual interest; and cooperative research consistent with programs of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:
 - A. Earth-science investigations, including hazards, resources and the environment;
 - B. Biology, biological investigations and technical developments;
 - C. Geographic and geospatial analysis and investigations;
 - D. Water resources and other hydrologic investigations; and
 - E. Information systems.
2. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations, and procedures of each country of the Parties.

ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Memorandum shall be subject to the availability of personnel, resources, and funds. This Memorandum shall not be construed to obligate any particular expenditure or commitment of resources or personnel. The Parties shall agree in accordance with Article VIII below upon specific Project Annexes in writing before the commencement of specific activities pursuant to this Memorandum.

ARTICLE IV. FEE AND TAX EXEMPTION

In accordance with its laws and regulations, each Party shall work toward obtaining on behalf of the other Party relief from taxes, fees, customs duties, and other charges (excluding fees for specific services rendered) levied with respect to:

- A. All transfer, ownership, construction, renovation or maintenance of facilities or property by or on behalf of the other Party to implement this Memorandum;

B. The import, purchase, ownership, use or disposition (including export) of goods and services by or on behalf of the other Party in support of activities under this Memorandum; and

C. Personal property of personnel of the other Party or entities of that Party implementing provisions of this Memorandum.

In the event that any such taxes, fees, customs duties, or other charges are nonetheless levied on such activities, facilities, property, equipment and related goods or services, such taxes, fees and customs duties shall be borne by the levying Party.

ARTICLE V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum, and provisions for the protection of classified information and unclassified export-controlled information and equipment, shall be governed by the provisions of the Agreement Between the United States of America and the Federative Republic of Brazil Relating to Cooperation in Science and Technology signed at Brasilia February 6, 1984, as amended and extended.

ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third party.

ARTICLE VII. PLANNING AND REVIEW OF ACTIVITIES

Each Party shall designate a principal representative who, at such times as are mutually agreed upon by the Parties, shall meet to review the activities under this Memorandum and develop proposals for future activities, as appropriate.

ARTICLE VIII. PROJECT ANNEXES

Any activity carried out under this Memorandum shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals is contemplated, such activity shall be described in an agreed Project Annex to this Memorandum, which shall set forth in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions

not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and the terms of a Project Annex, the terms of this Memorandum shall control.

ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

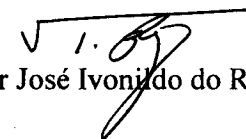
This Memorandum shall enter into force upon the signature of both Parties and shall remain in force for as long as the Agreement shall remain in force. It may be amended by written agreement of the Parties. Either Party may terminate this Memorandum upon ninety (90) days prior written notice to the other Party. Unless otherwise agreed, the termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum that have been initiated prior to such termination.

DONE in Brasília, Brazil, and Natal, Brazil, being 2 (two) copies, in the English language, and 2 (two) copies in Portuguese language.

FOR THE U.S. GEOLOGICAL SURVEY
OF THE DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA:

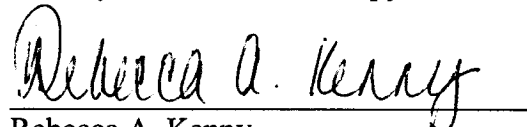
FOR THE UNIVERSIDADE FEDERAL
DO RIO GRANDE DO NORTE, NATAL
OF THE FEDERATIVE REPUBLIC
OF BRAZIL:

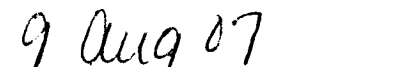

Ambassador Clifford M. Sobel


Rector José Ivonildo do Rêgo

June 22, 2007

I certify that this is a true copy of the original Memorandum of Understanding.


Rebecca A. Kenny
International Program Specialist
U.S. Geological Survey
Office of International Programs


Date